

**INDEXING INSTRUCTIONS:** Being a part of the original Lot 10 of Block 10, as shown on the official map of the Town of Olive Branch, also being part of the Northwest Quarter of Section 34, Township 1 South, Range 6 West, Desoto County, Mississippi as recorded in Book 371, Page 482 in the Desoto County Chancery Clerk's Office, Desoto County, Mississippi.

**PERMANENT SIDEWALK EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT**

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Gary C. West, hereinafter referred to as "Grantor", do hereby grant and convey unto the City of Olive Branch, its successors and assigns, hereinafter referred to as "Grantee", a permanent sidewalk easement and temporary construction easement over the property described in Exhibit 1 attached hereto.

TO HAVE AND TO HOLD said easement and reasonable access thereto unto said Grantee, its successors and assigns temporarily, where noted, and permanently, where noted in Exhibit 1 for a sidewalk project. It is agreed that this is a permanent sidewalk easement and temporary access and construction easement for the purpose of Grantee performing sidewalk construction work.

The construction easement is temporary in nature and will expire and terminate upon completion of the construction of the sidewalk project and restoration of Grantor's property. Grantee is hereby granted authority to remove any trees, shrubs or plants within the Easement area deemed necessary by Grantee or its Contractors. Completion of construction shall be defined as occurring at the time of final payment being made by Grantee to the Contractor performing the construction work.

Grantor represents that the above described land is not rented at the present time.

GRANTOR and GRANTEE acknowledge, covenant, and/or agree

That the consideration for the conveyance of the easement rights herein conveyed, which constitutes a partial taking of GRANTOR'S property, includes compensation for damages, if any, to GRANTOR'S property occurring as a result of such partial taking, but such consideration does not include compensation for actual damages to GRANTOR'S property outside of the parcels of land hereinabove described, if such damages should occur during or as a result of the exercise of any rights conveyed herein;

That GRANTOR covenants and warrants that they are the lawful owners of the above-described property, and that this conveyance is subject to any existing covenants, easements and utilities apparent or of record.

No statement or representation of any agent or representative of the GRANTEE, or any other person pretending to represent GRANTEE, not incorporated herein, shall be a part of this Contract and shall not be deemed an inducement to the execution hereof. No alleged Oral Agreement between GRANTEE and the GRANTOR; and no Oral Promise on the part of the GRANTEE, not incorporated herein shall have any validity or effect whatsoever.

Grantor fully understands that he has the right to request a fair market value appraisal of the property and receive just compensation for the use of real property herein described and for the permanent and temporary easement herein described. Grantor hereby waives his right to request the appraisal and to receive just compensation and donates the real property for the temporary construction easement herein described to Grantee for the consideration set forth hereinabove.

The Terms, Conditions and Provisions of this Grant shall extend to and be binding upon the Heirs, Successors and Assigns of the Parties hereto.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand this 17 day of August, 2006.

Gary C. West  
GARY C. WEST

Witnessed by:

Tina Le

APPROVED AND ACCEPTED by the  
City of Olive Branch

By: Samuel P. Rikard  
SAMUEL P. RIKARD, MAYOR



ATTEST:  
Judy C. Herrington  
JUDY C. HERRINGTON, CITY CLERK

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21 day of August, 2006, within my jurisdiction, Tina Le, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that she saw the within named Gary C. West, whose name is subscribed thereto, sign and deliver the same to the City of Olive Branch, and that the affiant subscribed her name as witness thereto in the presence of same.

Tina Le  
Witness

Nancy Howard  
NOTARY PUBLIC

My Commission Expires:  
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 2, 2010  
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 8th day of September, 2006, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Olive Branch, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Tina Rena Griffith  
NOTARY PUBLIC

My Commission Expires:  
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG 13, 2006  
BONDED THRU STEGALL NOTARY SERVICE

Grantor's Address:  
6705 South Blocker  
(corner of Pigeon Roost & Blocker)  
Olive Branch, MS 38654  
Bus. Tel.: 901-277-2140  
Res. Tel.: 901-277-2140

Grantee's Address:  
9200 Pigeon Roost Avenue  
Olive Branch, Mississippi 38654  
662-892-9220  
662-892-9220

PREPARED BY AND RETURN TO: Bryan E. Dye, City of Olive Branch, 9200 Pigeon Roost Rd., Olive Branch, MS 38654, 662-892-9228.

**GARY C. WEST  
BK. 371, PG. 481**

**EXHIBIT 1**

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**SIDEWALK EASEMENT**

Being a triangular piece of land beginning at the southern most property corner of said lot (intersection of Blocker and Pigeon Roost on right of way line), thence 9.60 feet in a northeasterly direction along the existing right of way line of Blocker Street to a point, thence 10.30 feet in a southwesterly direction to a point in the north right of way line of Pigeon Roost, thence 8.80 feet in a southwesterly direction along said right of way, back to the point of beginning, containing 39 square feet more or less.

**TEMPORARY CONSTRUCTION EASEMENT**

Being a 5-ft wide strip of land parallel and adjacent to the right of way line and proposed sidewalk easement on said property for a distance of 175 containing 875 square feet more or less.